




<b>TRANSMITTAL OF APPEAL BRIEF (Large Entity)</b>					Docket No. <b>2001B046</b>	
In Re Application Of: <b>Z.Reid et al.</b>						
Application No. <b>09/862,626</b>	Filing Date <b>May 22, 2001</b>	Examiner <b>Cristina O. Sherr</b>	Customer No. <b>23455</b>	Group Art Unit <b>3621</b>	Confirmation No. <b>1466</b>	
Invention: <b>Contract Generation and Administration System</b>				<b>RECEIVED CENTRAL FAX CENTER OCT 12 2006</b>		
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"PATENT"

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE BOARD OF PATENT APPEALS AND INTERFERENCES

Appl. No. : 09/862,626 Confirmation No.: 1466  
Applicants/Appellants : Zachariah J. Reid, *et al.*  
Filed : May 22, 2001  
TC/A.U. : 3621  
Title : "Contract Generation and Administration System"  
Examiner : Cristina O. SHERR  
Docket No. : 2001B046  
Customer No. : 23455

## APPEAL BRIEF UNDER 37 C.F.R. § 41.37

## MAIL STOP APPEAL BRIEF - PATENTS

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Sir:

In accordance with the provisions of 37 C.F.R. § 41.37, Appellants submit the following:

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**I. REAL PARTY IN INTEREST**

The real party in interest in this matter is ExxonMobil Chemical Patents, Inc., the assignee of the present application. ExxonMobil Chemical Patents, Inc. is a wholly-owned affiliate of Exxon Mobil Corporation.

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## II. RELATED APPEALS AND INTERFERENCES

To the best of Appellants' knowledge, no related appeals or interferences or other judicial proceedings exist at this time which may be related to, will directly affect or be directly affected by or have a bearing on the Board's decision in the pending appeal.

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### III. STATUS OF CLAIMS

Claims 1-76 are pending in the application, with claims 1, 12, 29, 43, 54, 62, 69, and 76 being independent claims.

Claims 1-76 are rejected.

Claims 1-76 are being appealed.

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**IV. STATUS OF AMENDMENTS**

No amendments after final rejection have been filed.

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#### V. SUMMARY OF CLAIMED SUBJECT MATTER

Independent claim 1 of the present application is directed to a contract generation and administration system comprising a single contract database comprising data obtained from multiple contract documents. The system is useful during the entire life cycle of a contract. See, for example, page 2, lines 12-19 of the specification. The data, according to claim 1, is organized into fields comprising draft contract status, contract identifier, contract type, effective date, and expiration date and a field comprising obligation type, owner, status or due date. See, for example, page 7 lines 3-14 and lines 21-27. Claim 1 further states that the system is capable of generating reports based on said database. See, for example, page 8, lines 18-22. Still further, claim 1 states that the reports are obtainable through a search of said fields. See, for example, page 9, lines 11-22. Finally, according to claim 1, the database is selectively accessible by a plurality of users. See, for example, page 11, lines 10-20.

Independent claim 12 is directed to a contract generation and administration method. See, for example, page 2, lines 21-31. According to claim 12, the method comprises drafting a contract or receiving a draft contract. See, for example, page 11, line 23. Claim 12 further states that the contract has one or more obligations. See, for example, page 6, line 24 through page 7, line 2. Next, claim 12 states that the method comprises storing data obtained from the draft in a single contract database comprising data obtained from multiple contract documents. See, for example, page 11, lines 23-24. Claim 12 further states that the method comprises, storing, after execution of a draft, data obtained from the resulting contract in the database. See, for example, page 11, lines 24-25. The data, according to claim 12, is organized into field comprising draft contract status, contract identifier, contract type, effective date, and expiration date, and a field comprising obligation type, status, owner or due date. See, for example, page 7, lines 3-14 and lines 21-27. Claim 12 further states that the system is capable of generating reports based on said database. See, for example, page 8, lines 18-22. Still further, claim 12 states that the reports are obtainable through a search of said fields. See, for example, page 9, lines 11-22. Additionally, according to claim 12, the database is selectively accessible by a plurality of users. See, for example, page 11, lines 10-20. Finally, claim 12 states that the method also comprises



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retrieving the database a report of outstanding obligations. See, for example, page 11, lines 25-26.

Independent claim 29 is directed to a contract generation and administration method. See, for example, page 3, lines 2-13. According to claim 29, the method comprises drafting a contract or receiving a draft contract. See, for example, page 11, line 23. Claim 29 further states that the contract has one or more obligations. See, for example, page 6, line 24 through page 7, line 2. Claim 29 further states that the method comprises routing the draft contract to one or more parties for review and/or execution. See, for example, page 10, lines 22-23. Next, claim 29 states that the method comprises storing review and/or execution data in a single contract database comprising data obtained from multiple contract documents. See, for example, page 8, lines 1-3. Claim 29 further cites that the method comprises, storing, after execution of a draft, data obtained from the resulting contract in the database. See, for example, page 11, lines 24-25. The data, according to claim 29, is organized into fields comprising draft contract status, contract identifier, contract type, effective date, and expiration date, and a field comprising obligation type, status, owner or due date. See, for example, page 7, lines 3-14 and lines 21-27. Claim 29 further states that the system is capable of generating reports based on said database. See, for example, page 8, lines 18-22. Still further, claim 29 states that the reports are obtainable through a search of said fields. See, for example, page 9, lines 11-22. Additionally, according to claim 29, the database is selectively accessible by a plurality of users. See, for example, page 11, lines 10-20. Finally, claim 29 states that the method also comprises retrieving from the database a report of outstanding financial obligations. See, for example, page 9, line 4.

Independent claim 43 is directed to a contract generation and administration method. See, for example, page 3, lines 15-28. According to claim 43, the method comprises drafting a contract or receiving a draft contract. See, for example, page 11, line 23. Claim 43 further states that the contract has one or more obligations. See, for example, page 6, line 24 through page 7, line 2. Claim 43 further states that the method comprises routing the draft contract to one or more parties for review and/or execution. See, for example, page 10, lines 22-23. Next, claim 43 states that the method comprises storing review and/or execution data in a single contract database comprising data obtained from multiple contract documents. See, for example, page 8,

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lines 1-3. Claim 43 further cites that the method comprises, storing, after contract execution, data obtained from the resulting contract in the database. See, for example, page 11, lines 24-25. The data, according to claim 43, is organized into field comprising draft contract status, contract identifier, contract type, effective date, and expiration date, and a field comprising obligation type, status, owner or due date. See, for example, page 7, lines 3-14 and lines 21-27. Claim 43 further states that the system is capable of generating reports based on said database. See, for example, page 8, lines 18-22. Still further, claim 43 states that the reports are obtainable through a search of said fields. See, for example, page 9, lines 11-22. Additionally, according to claim 43, the database is selectively accessible by a plurality of users. See, for example, page 11, lines 10-20. Claim 43 recites that the method also comprises retrieving from the database a report of outstanding obligations. See, for example, page 11, lines 25-26. Moreover, claim 43 states that the method comprises analyzing the report to determine which, if any, of the obligations should be acted upon, taking action based on the analysis and updating the database to reflect the action. See, for example, page 12, lines 14-20.

Independent claim 54 is directed to a contract generation and administration method. See, for example, page 3, line 30 through page 4, line 11. According to claim 54, the method comprises drafting a contract or receiving a draft contract. See, for example, page 11, line 23. Claim 54 further states that the draft contract proposes to obligate a party to make one or more payments. See, for example, page 10, line 24. Claim 54 further states that the method comprises routing the draft contract to one or more parties for review and/or execution. See, for example, page 10, lines 22-23. Next, claim 54 states that the method comprises storing review and/or execution data in a single contract database comprising data obtained from multiple contract documents. See, for example, page 8, lines 1-3. Claim 54 further cites that the method comprises, storing, after execution of a draft, data obtained from the resulting contract in the database. See, for example, page 11, lines 24-25. The data, according to claim 54, is organized into fields comprising draft contract status, contract identifier, contract type, effective date, and expiration date, and payment due date. See, for example, page 7, lines 3-14 and lines 21-27. Claim 54 further states that the system is capable of generating reports based on said database. See, for example, page 8, lines 18-22. Still further, claim 54 states that the reports are obtainable through a search of said fields. See, for example, page 9, lines 11-22. Additionally, according to

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claim 54, the database is selectively accessible by a plurality of users. See, for example, page 11, lines 10-20. Claim 54 recites that the method also comprises obtaining from the database an invoice or payment letter wherein the invoice or payment letter is generated automatically using the stored data. See, for example, page 10, lines 1-17 and page 12, lines 16-18. Moreover, claim 54 states that the method comprises send the invoice or payment letter. See, for example, page 12, line 17.

Independent claim 62 is directed to a contract generation and administration method. See, for example, page 4, lines 13-24. According to claim 62, the method comprises drafting a contract or receiving a draft contract. See, for example, page 11, line 23. Claim 62 further states the draft contract proposing to obligate a party to make one or more payments. See, for example, page 10, line 24. Claim 62 further states that the method comprises routing the draft contract to one or more parties for review and/or execution. See, for example, page 10, lines 22-23. Next, claim 62 states that the method comprises storing review and/or execution data in a single contract database comprising data obtained from multiple contract documents. See, for example, page 8, lines 1-3. Claim 62 further states that the method comprises, storing, after execution of a draft, data obtained from the resulting contract in the database. See, for example, page 11, lines 24-25. The data, according to claim 62, comprises payment data. See, for example, page 10, line 26. Claim 62 further states that the method comprises generating from the database a list of payments due. See, for example, page 9, line 4. Claim 62 recites that the method also comprises obtaining from the database an invoice or payment letter wherein the invoice or payment letter is generated automatically using the data stored in the database. See, for example, page 10, lines 1-17 and page 12, lines 16-18. Moreover, claim 62 states that the method comprises send the invoice or payment letter. See, for example, page 12, line 17. Finally, claim 62 further states that the method comprises updating the database to reflect that payment was made or to reflect receipt of payment. See, for example, page 10, lines 15-16.

Independent claim 69 is directed to a contract generation and administration method. See, for example, page 4, lines 13-24. According to claim 69, the method comprises drafting a contract or receiving a draft contract. See, for example, page 11, line 23. Claim 69 further states that the draft contract proposes to obligate a party to make one or more payments. See, for

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example, page 10, line 24. Claim 69 further states that the method comprises routing the draft contract to one or more parties for review and/or execution. See, for example, page 10, lines 22-23. Next, claim 69 states that the method comprises storing review and/or execution data in a single contract database comprising data obtained from multiple contract documents. See, for example, page 8, lines 1-3. Claim 69 further cites that the method comprises obtaining from the database an indication as to whether the draft is being reviewed and/or executed. See, for example, page 8, lines 1-3. Still further, claim 69 states that the method comprises storing, after execution of a draft, data obtained from the resulting contract in the database. See, for example, page 11, lines 24-25. The data, according to claim 69, comprises payment triggering event data. See, for example, page 9, lines 3-8.

Independent claim 76 is directed to a contract generation and administration method. See, for example, page 4, lines 13-24. According to claim 76, the method comprises drafting a contract or receiving a draft contract. See, for example, page 11, line 23. Claim 76 further states that the draft contract proposes to obligate a party to make one or more payments. See, for example, page 10, line 24. Claim 76 further states that the method comprises routing the draft contract to one or more parties for review and/or execution. See, for example, page 10, lines 22-23. Next, claim 76 states that the method comprises storing review and/or execution data in a single contract database comprising data obtained from multiple contract documents. See, for example, page 8, lines 1-3. Claim 76 further cites that the method comprises obtaining from the database an indication as to whether the draft is being reviewed and/or executed. See, for example, page 8, lines 1-3. Still further, claim 76 states that the method comprises storing, after execution of a draft, data obtained from the resulting contract in the database. See, for example, page 11, lines 24-25. The data, according to claim 76, comprises payment triggering event data. See, for example, page 9, lines 3-8. Claim 76 further states that the method comprises generating from the database a report of payment triggering events. See, for example, page 9, lines 3-8. Claim 76 recites that the method also comprises analyzing the report to determine whether payment should be made. See, for example, page 12, lines 14-20. Moreover, claim 76 states that the method comprises making payment. See, for example, page 10, line 24. Finally, claim 76 further states that the method comprises updating the database to reflect that payment was made. See, for example, page 12, lines 18-20.

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**VI. GROUNDS OF REJECTION TO BE REVIEWED ON APPEAL**

Whether Claims 1-76 are unpatentable under 35 U.S.C. §103(a) over U.S. Publication No. 2002/0042782 to Albazz, *et al.* ("Albazz").

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## VII. ARGUMENT

### ***REJECTION UNDER 35 U.S.C. § 103***

The Examiner has finally rejected Claims 1-76 under 35 U.S.C. §103(a) as being unpatentable over U.S. Patent Application Publication No. 2002/0042782 to Albazz *et al* ("Albazz"). Appellants respectfully disagree with the Examiner's conclusion of obviousness and request the Board to consider the following arguments.

The Examiner contends that Albazz "discloses a system and method for automating the contract negotiation and preparation cycle and for electronically facilitating subsequent contractual activities executed pursuant to the contract." The Examiner has acknowledged that "Albazz does not use the specific terms and steps of the instant application," but nevertheless argues that "it would be obvious to one of ordinary skill in the art to modify Albazz in order to obtain the instant application. For example, including the various types of contract, such as leases or technology licenses, or including the fields herein disclosed. Additionally, modifying Albazz to include a single contract database would be obvious as databases are old and well-known in the field, and such a modification would be motivated by the need for greater efficiency in the storage of necessary data for the generation of contracts." See page 3 of the Office Action dated April 20, 2006.

Appellants respectfully traverse this rejection on the grounds that the Examiner has not established a *prima facie* case of obviousness with respect to each and every limitation in the rejected claims. "To establish *prima facie* obviousness of a claimed invention, all the claim limitations must be taught or suggested by the prior art. *In re Royka*, 490 F.2d 981, 180 USPQ 580 (CCPA, 1974). All words in a claim must be considered in judging the patentability of that claim against the prior art. *In re Wilson*, 424 F.2d 1382, 1385, 165 USPQ 494, 496 (CCPA 1970). If an independent claim is nonobvious under 35 U.S.C. 103, then any claim depending therefrom is nonobvious. *In re Fine*, 837 F.2d 1071, 5 USPQ2d 1596 (Fed. Cir. 1988)." MPEP § 2143.03. Further, the teaching or suggestion to make the claimed invention and the reasonable expectation of success must both be found in the prior art, not in the applicants' disclosure. See MPEP § 2143, citing *In re Vaeck*, 947 F.2d 488 (Fed. Cir. 1991).

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Appellants' invention "may be used for any type of contract document" (page 6, lines 6-7) including "patent licenses, trademark licenses, copyright licenses, technology licenses, joint ventures, confidentiality agreements, research agreements, technical assistance agreements, technology or software evaluation agreements, engineering services agreements, technology testing agreements, manufacturing agreements, technology/product leasing agreements, technology/product sales agreements, technology process design agreements, consulting agreements, etc." (page 6, lines 10-16) Albazz does not teach, show or suggest a contract management system for use with any type of contract, but rather specifically teaches a "system for generating a contract between a seller and a buyer". See Albazz at page 2, paragraph 0015. The Albazz system cannot be used to generate a contract unless the desired terms and conditions are contained in the Business Rules Book. Appellants' system, on the other hand, is not limited to a specific set of terms and conditions. Rather, as indicated in independent claims 12, 29, 43, 54, 62, 69 and 76, Appellants' inventive system includes the step of "drafting a contract or receiving a draft contract, ..." which may include any type of contract and any terms and conditions whatsoever.

Next, the specific terms and steps in Appellants' application are not merely names or labels applied to fields, as suggested by Examiner. Rather, the fields of the current invention are unique and are specifically indicative of the use and functionality of the claimed invention, as shown in the arguments below. "Functional descriptive material is a limitation in the claim and must be considered and addressed in assessing patentability under 35 U.S.C. 103. Thus, a rejection of the claim as a whole under 35 U.S.C. 103 is inappropriate unless the functional descriptive materials would have been suggested by the prior art." [See MPEP 2106, Section VI, citing *In re Dembiczak*, 175 F.3d 994, 100, 50 USPQ2d 1614, 1618 (Fed. Cir. 1999)].

Appellants claim a "system capable of generating reports" wherein the reports are "obtainable through search of said fields", see independent claims 1, 12, 29, 43, 54, 62, 69 and 76. These are specific functional descriptive limitations that Examiner has failed to show in the prior art. These limitations are fully supported by Appellants' specification which provides in part "[t]he fields of the database are used to generate reports that are in turn used to track, manage and administer various contract obligations" (page 8, lines 19-20) and "they can be used for business forecasting and planning" (page 8, line 21). The disclosure in Albazz does not teach

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or suggest any report generating capability, the use of reports to track, manage and administer contractual obligations, or the use of reports for business forecasting and planning.

Other specific examples of functional descriptive material in the present claims as they relate to report generation functionality based upon the uniquely defined fields of Appellants' invention which are not taught, shown or suggested by Albazz include "retrieving from said database a report of outstanding obligations" and further analyzing the report, making decisions based upon the report, taking action based on the analysis of the report and updating the database based on the action taken, as recited in claims 12-16.

Next, Albazz does not teach, show, or suggest "retrieving from said database a report of outstanding financial obligations" and further analyzing the report, making decision based upon the report, making or receiving a payment based upon the analysis of the report and updating the database to reflect payment or receipt of payment, as recited in claims 29-33. Conversely, contracts according to Albazz," are exposed to other e-commerce subsystems, such as order management, fulfillment, billing and payment, services, etc." paragraph [0098], thereby teaching away from Appellants' invention.

Further, Albazz does not teach, show, or suggest "obtaining from said database an invoice or payment letter wherein said invoice or payment letter is generated automatically using said stored data; and sending the invoice or payment letter", as recited in claim 54 and those dependent therefrom. Again, see Albazz at paragraph [0098].

Still further, Albazz does not teach, show, or suggest "generating from said database a list of payments due; obtaining from said database an invoice or payment letter wherein said invoice or payment letter is generated automatically using the data stored in said database; sending the invoice or payment letter; and updating the database to reflect that payment was made or to reflect receipt of payment", as recited in claim 62 and those dependent therefrom.

Further yet, Albazz does not teach, show, or suggest "obtaining from the database an indication as to whether the draft is being reviewed and/or executed; storing, after execution of said draft, data obtained from the resulting contract in said database, said data comprising payment triggering event data; and generating from said database a report of payment triggering events", as recited in claim 69 and those dependent therefrom.



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As mentioned above, the purpose of Albazz's system is to facilitate contract negotiation and contract preparation using a set of predetermined terms and conditions between a buyer and seller. Appellants contend that it would not have been obvious for a person of ordinary skill in the art to look to Albazz for guidance on creating a contract generation and administration system for use with any type of contract document, said system including report generation, report analysis and decision-making capabilities, invoice generation and payment tracking capabilities.

In view of the failure by the Examiner to establish a case of *prima facie* obviousness, reversal of this rejection by the Honorable Board is respectfully requested.

#### Response to Advisory Action

In the Advisory Action mailed July 31, 2006, the Examiner refuted Appellants' June 15, 2006 response to the April 20, 2006 final rejection stating that "[a]pplicant has re-iterated his response to the non-final action and said arguments are still unpersuasive. No amendments to the claims have been proposed."

Examiner is correct in stating that no claim amendments were proposed. This is because Appellants firmly believe the currently pending claims are patentable without amendment. However, Appellants respectfully disagree with Examiner's statement that Appellants' response to the final office action was merely a re-iteration of the response to the previous non-final action. On the contrary, Appellants' response was completely new and included comprehensive rebuttal arguments against the position of the Examiner in the final rejection. It is apparent from Examiner's statement in Advisory Action that such rebuttal arguments have not been fully considered.

#### Conclusion

Appellants respectfully submit that the foregoing arguments obviate the Examiner's final rejection in this case. The present claims describe a system and method for generating and administering a variety of contracts using a single database wherein the database enables the user to create and track process of draft contracts, to docket and administer contract obligations, obligation triggering events and expiration dates, and to generate reports, form correspondence

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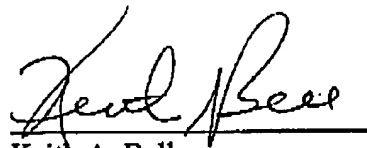
and invoices as needed to manage a variety of agreement obligations, which is either disclosed nor suggested by the prior art, and otherwise meets the statutory requirements for patentability. Accordingly, reversal of the final rejection and allowance of the claims by the board are earnestly solicited.

Unless a check is submitted herewith for the fee required under 37 C.F.R. §41.37(a) and 1.17(c), please charge said fee to Deposit Account No. 05-1712.

The USPTO is directed and authorized to charge all required fees, except for the Issue Fee and the Publication Fee, to Deposit Account No. 05-1712. Please also credit any overpayments to said Deposit Account.

Respectfully submitted,

Date: 12 October 2006

  
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### VIII. CLAIMS APPENDIX

1. A contract generation and administration system comprising: a single contract database comprising data obtained from multiple contract documents, said data organized into fields comprising: draft contract status, contract identifier, contract type, effective date, and expiration date; and a field comprising obligation type, owner, status or due date; said system capable of generating reports based on said database, said reports obtainable through search of said fields; and said database being selectively accessible by a plurality of users.
2. The system of claim 1 wherein the contract documents are selected from the group consisting of: confidentiality contracts, software licenses, technology licenses, lease contracts and service contracts.
3. The system of claim 1 wherein the contract documents are licenses.
4. The system of claim 1 wherein said fields further comprise at least one of those selected from the group consisting of: obligation triggering event, royalty basis, invoice due date, payment due date, payment received date, payment schedule, tax, currency and invoice status.
5. The system of claim 1 wherein said draft contract status field indicates whether a contract document is being reviewed and/or executed.
6. The system of claim 1 wherein said obligation type field is substantially defined as training, meeting, shipping, payment, receipt of payment, reporting, start-up, secrecy, restricted use, maintenance or technology transfer.
7. The system of claim 1 wherein a user's access to one or more parts of said database is based on contract type, user's job description, user's title, user's business unit, and/or user's authority level.
8. The system of claim 1 wherein said reports are selected from the group consisting of: accrued revenue, obligations due, obligations owed, customer history, open invoice,

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depreciation, corporate plan, stewardship, implementation plan, payments requiring invoice, anticipated payments, audit, pending contracts, active contracts and expiring contracts.

9. The system of claim 1 wherein said database further comprises standard contract forms or clauses.

10. The system of claim 1 wherein said database further comprises standard invoice forms or standard correspondence.

11. The system of claim 1 wherein said database is capable of using its data to generate invoices and correspondence.

12. A contract generation and administration method comprising:

drafting a contract or receiving a draft contract, said contract draft having one or more obligations;

storing data obtained from the draft in a single contract database comprising data obtained from multiple contract documents;

after execution of said draft, storing data obtained from the resulting contract in said database, said data organized into fields comprising: draft contract status, contract identifier, contract type, effective date, and expiration date; and a field comprising obligation type, status, owner or due date; and said database capable of generating reports based on said data, said reports obtainable through search of said fields; and said database being selectively accessible by a plurality of users; and

retrieving from said database a report of outstanding obligations.

13. The method of claim 12 further comprising the step of analyzing said report to determine which, if any, of said obligations should be acted upon.

14. The method of claim 13 further comprising the step of deciding, based on said analysis, whether to act upon one or more of said obligations.

15. The method of claim 13 further comprising the step of taking action based on said analysis.

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16. The method of claim 12 further comprising the step of taking action based on an analysis of said report and updating said database to reflect said action.
17. The method of claim 12 further comprising the step of routing the contract draft to one or more parties for review and/or execution.
18. The method of claim 17 further comprising the step of storing review or execution data in the contract database.
19. The method of claim 12 wherein the draft is selected from the group consisting of: draft confidentiality contracts, draft software licenses, draft technology licenses and draft service contracts.
20. The method of claim 12 wherein the draft is a draft license contract.
21. The method of claim 12 wherein the report is organized by obligation status, type, owner, or due date.
22. The method of claim 12 wherein the report lists outstanding financial obligations.
23. The method of claim 12 wherein said fields further comprise at least one of those selected from the group consisting of: obligation triggering event, royalty basis, invoice due date, payment due date, payment received date, payment schedule, tax, currency and invoice status.
24. The method of claim 12 wherein a user's access to one or more parts of said database is based on contract type, user's job description, user's title, user's business unit, and/or user's authority level.
25. The method of claim 12 wherein said contract database is used to indicate whether a contract document is being reviewed and/or executed.
26. The method of claim 12 wherein said database further comprises standard contract forms or clauses.

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27. The method of claim 12 wherein said database further comprises standard invoice forms or standard correspondence.
28. The method of claim 12 further comprising the step of storing the invoice in the database.
29. A contract generation and administration method comprising:  
drafting a contract or receiving a draft contract, said draft contract having one or more obligations;  
routing the draft contract to one or more parties for review and/or execution;  
storing review and/or execution data in a single contract database comprising data obtained from multiple contract documents;  
storing, after execution of said draft, data obtained from the resulting contract in said database said data organized into fields comprising: draft contract status, contract identifier, contract type, effective date, and expiration date; and a field comprising obligation type, status, owner or due date; and said database capable of generating reports based on said data, said reports obtainable through search of said fields, and said database being selectively accessible by a plurality of users; and  
retrieving from said database a report of outstanding financial obligations.
30. The method of claim 29 further comprising the step of analyzing said report to determine which, if any, of said obligations should be acted upon.
31. The method of claim 30 further comprising the step of deciding, based on said analysis, whether to act upon one or more of said financial obligations.
32. The method of claim 30 further comprising the step of either making or receiving payment based on said analysis.
33. The method of claim 32 further comprising the step of updating said database to reflect said payment or receipt of payment.

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34. The method of claim 29 wherein the draft is selected from the group consisting of: draft confidentiality contracts, draft software licenses, draft technology licenses and draft service contracts.

35. The method of claim 29 wherein the draft is a draft license contract.

36. The method of claim 29 wherein the report indicates obligation status, type, owner and/or due date.

37. The method of claim 29 wherein said fields further comprise at least one of those selected from the group consisting of: obligation triggering event, royalty basis, invoice due date, payment due date, payment received date, payment schedule, tax, currency and invoice status.

38. The method of claim 29 wherein said contract database is used to indicate whether a contract document is being reviewed and/or executed.

39. The method of claim 29 wherein a user's access to one or more parts of said database is based on contract type, user's job description, user's title, user's business unit and/or user's authority level.

40. The method of claim 29 wherein said database further comprises standard contract forms or clauses.

41. The method of claim 29 wherein said database further comprises standard invoice forms or standard correspondence.

42. The method of claim 29 further comprising the step of obtaining an invoice generated automatically from said database.

43. A contract generation and administration method comprising:  
    drafting a contract or receiving a draft contract, said draft contract having one or more obligations;  
    routing the draft contract to one or more parties for review and/or execution;

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storing review and/or execution data in a single contract database comprising data obtained from multiple contract documents;

storing, after contract execution, data obtained from the resulting contract in said database, said data organized into fields comprising: draft contract status, contract identifier, contract type, effective date, and expiration date; and a field comprising obligation type, status, owner or due date; and said system capable of generating reports based on said database, said reports obtainable through search of said fields, and said database being selectively accessible by a plurality of users;

retrieving from said database a report of outstanding obligations;

analyzing said report to determine which, if any, of said obligations should be acted upon;

taking action based on said analysis; and

updating said database to reflect said action.

44. The method of claim 43 wherein the draft is selected from the group consisting of: draft confidentiality contracts, draft software licenses, draft technology licenses and draft service contracts.

45. The method of claim 43 wherein the draft is a draft license.

46. The method of claim 43 wherein said obligations are financial obligations.

47. The method of claim 43 wherein the report is organized by obligation status, type, owner and/or due date.

48. The method of claim 43 wherein said fields further comprise at least one of those selected from the group consisting of: obligation triggering event, royalty basis, invoice due date, payment due date, payment received date, payment schedule, tax, currency and invoice status.

49. The method of claim 43 wherein said contract database is used to indicate whether a contract document is being reviewed and/or executed.



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50. The method of claim 43 wherein a user's access to one or more parts of said database is based on contract type, user's job description, user's title, user's business unit and/or user's authority level.

51. The method of claim 43 wherein said database further comprises standard contract forms or clauses.

52. The method of claim 43 wherein said database further comprises standard invoice forms or standard correspondence.

53. The method of claim 43 further comprising the step of obtaining an invoice generated automatically from said database.

54. A contract generation and administration method comprising:  
    drafting a contract or receiving a draft contract, said draft contract proposing to obligate a party to make one or more payments;  
    routing the draft contract to one or more parties for review and/or execution;  
    storing review and/or execution data in a single contract database comprising data obtained from multiple contract documents;  
    storing, after execution of said draft, data obtained from the resulting contract in said database, said data organized into fields comprising: draft contract status, contract identifier, contract type, effective date, expiration date and payment due date; and said database capable of generating reports based on said data, said reports obtainable through search of said fields, and said database being selectively accessible by a plurality of users;  
    retrieving from said database a list of payments due;  
    obtaining from said database an invoice or payment letter wherein said invoice or payment letter is generated automatically using said stored data; and  
    sending the invoice or payment letter.

55. The method of claim 54 wherein said fields further comprise at least one of those selected from the group consisting of: obligation triggering event, royalty basis, invoice due date, payment due date, payment received date, payment schedule, tax, currency and invoice status.

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56. The method of claim 54 wherein said contract database is used to indicate whether a contract document is being reviewed and/or executed.

57. The method of claim 54 wherein a user's access to one or more parts of said database is based on contract type, user's job description, user's title, user's business unit, and/or user's authority level.

58. The method of claim 54 wherein said database further comprises standard contract forms or clauses.

59. The method of claim 54 wherein said database further comprises standard invoice forms or standard correspondence.

60. The method of claim 54 further comprising the step of updating the database to reflect that payment was made or to reflect receipt of payment.

61. The method of claim 54 wherein the draft is a draft license contract.

62. A contract generation and administration method comprising:  
    drafting a contract or receiving a draft contract, said draft contract proposing to obligate a party to make one or more payments;  
    routing the draft contract to one or more parties for review and/or execution;  
    storing review and/or execution data in a single contract database comprising data obtained from multiple contract documents;  
    storing, after execution of said draft, data obtained from the resulting contract in said database, said data comprising payment data;  
    generating from said database a list of payments due;  
    obtaining from said database an invoice or payment letter wherein said invoice or payment letter is generated automatically using the data stored in said database;  
    sending the invoice or payment letter; and  
    updating the database to reflect that payment was made or to reflect receipt of payment.

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63. The method of claim 62 wherein said data is organized into fields comprising: draft contract status, contract identifier, contract type, effective date, expiration date and payment due date; and said database capable of generating reports based on said data, said reports obtainable through search of said fields, and said database being selectively accessible by a plurality of users.

64. The method of claim 62 wherein said contract database is used to indicate whether a contract document is being reviewed and/or executed.

65. The method of claim 62 wherein said fields further comprise at least one of those selected from the group consisting of: obligation triggering event, royalty basis, invoice due date, payment due date, payment received date, payment schedule, tax, currency and invoice status.

66. The method of claim 62 wherein a user's access to one or more parts of said database is based on contract type, user's job description, user's title, user's business unit, and/or user's authority level.

67. The method of claim 62 wherein said database further comprises standard contract forms or clauses.

68. The method of claim 62 wherein said database further comprises standard invoice forms or standard correspondence.

69. A contract generation and administration method comprising:  
    drafting a contract or receiving a draft contract, said draft contract proposing to obligate a party to make one or more payments;  
    routing the draft contract to one or more parties for review and/or execution;  
    storing review and/or execution data in a single contract database comprising data obtained from multiple contract documents;  
    obtaining from the database an indication as to whether the draft is being reviewed and/or executed.  
    storing, after execution of said draft, data obtained from the resulting contract in said database, said data comprising payment triggering event data; and

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generating from said database a report of payment triggering events.

70. The method of claim 69 further comprising the step of analyzing said report and deciding to make payment based on said analysis.

71. The method of claim 69 further comprising the step of obtaining from said database a payment letter generated automatically using the data stored in said database.

72. The method of claim 69 further comprising the steps of sending the payment letter and updating the database to reflect that payment was made.

73. The method of claim 69 wherein said data is organized into multiple fields comprising: draft contract status, contract identifier, contract type, effective date, expiration date and payment due date; and said database capable of generating reports based on said data, said reports obtainable through search of said fields, and said database being selectively accessible by a plurality of users.

74. The method of claim 73 wherein said fields further comprise at least one of those selected from the group consisting of: obligation triggering event, royalty basis, invoice due date, payment due date, payment received date, payment schedule, tax, currency and invoice status.

75. The method of claim 69 wherein a user's access to one or more parts of said database is based on contract type, user's job description, user's title, user's business unit, and/or user's authority level.

76. A contract generation and administration method comprising:  
    drafting a contract or receiving a draft contract, said draft contract proposing to obligate a party to make one or more payments;  
    routing the draft contract to one or more parties for review and/or execution;  
    storing review and/or execution data in a single contract database comprising data obtained from multiple contract documents;  
    obtaining from the database an indication as to whether the draft is being reviewed and/or executed.

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storing, after execution of said draft, data obtained from the resulting contract in said database, said data comprising payment triggering event data;  
generating from said database a report of payment triggering events;  
analyzing the report to determine whether payment should be made;  
making payment; and  
updating the database to reflect that payment was made.

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**IX. EVIDENCE APPENDIX**

Pursuant to 37 C.F.R. § 41.37(c)(1)(ix), submitted herewith are copies of any evidence submitted pursuant to 37 C.F.R. §§ 1.130, 1.131, 1.132 or any other evidence entered by the Examiner and relied upon by the Appellants in the appeal.

NONE.

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**X. RELATED PROCEEDINGS APPENDIX**

Submitted herewith are copies of decisions rendered by a court or the Board in any proceeding identified in Section II pursuant to 37 C.F.R. § 41.37(c)(1)(ii).

NONE.